

1 Martin R. Boles (State Bar No. 124159)  
mboles@kirkland.com

**MADE JS-6**

2 KIRKLAND & ELLIS LLP  
777 South Figueroa Street  
3 Los Angeles, California 90017  
Telephone: (213) 680-8400; Facsimile: (213) 680-8500

4 Robert R. Gasaway (Pro Hac Vice)  
rgasaway@kirkland.com  
5 Ashley C. Parrish (Pro Hac Vice)  
aparrish@kirkland.com  
6 KIRKLAND & ELLIS LLP  
7 655 Fifteenth Street, N.W., Suite 1200  
Washington, D.C. 20005  
8 Telephone: (202) 879-5016; Facsimile: (202) 879-5200

9 Attorneys for Defendants  
AMERICAN HOME SHIELD CORPORATION,  
10 AMERICAN HOME SHIELD OF CALIFORNIA, INC.

11 Gary S. Soter (Bar No. 67622)  
gsoter@psswplaw.com  
12 PEARSON, SIMON, SOTER, WARSHAW & PENNY, LLP  
15165 Ventura Boulevard, Suite 400  
13 Sherman Oaks, California 91403  
Telephone: (818) 788-8300; Facsimile: (818) 788-8104

14 Steven N. Berk  
15 steven@chavezgertler.com  
CHAVEZ & GERTLER LLP  
16 1225 Fifteenth Street, N.W.  
Washington, D.C. 20005  
17 Telephone: (202) 232-7550; Facsimile: (202) 232-7556

18 Attorneys for Plaintiff  
KATHIE AAMODT WARD, on behalf of herself

19 *Additional Counsel Listed on Signature Page*

20  
21 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

22 KATHIE AAMODT WARD, on behalf of )  
23 herself and all others similarly situated, )

CASE NO. CV-07-01380 GW (PJWx)

24 Plaintiff, )

The Hon. George H. Wu  
The Hon. Patrick J. Walsh

25 vs. )

26 AMERICAN HOME SHIELD  
CORPORATION; AMERICAN HOME  
27 SHIELD OF CALIFORNIA, INC., )

**FINAL ORDER AND JUDGMENT**

28 Defendants. )

1 Before the Court is the Parties' Joint Motion for Final Approval of the terms of  
2 the Agreement of Class Action Settlement ("Agreement" or "Settlement Agreement")  
3 between Plaintiff Kathie Aamodt Ward ("Plaintiff") and Defendants American Home  
4 Shield Corporation and American Home Shield of California, Inc. ("Defendants").

5 Plaintiff and Defendants executed the Settlement Agreement on September 2,  
6 2008. On September 16, 2008, this Court entered an Order (i) conditionally certifying  
7 a Settlement Class consisting of all persons who purchased a 13 SEER home warranty  
8 upgrade from Defendants; (ii) preliminarily approving the proposed Settlement as fair,  
9 reasonable, and adequate; (iii) directing the parties to notify Class Members of the  
10 contemplated settlement; and (iv) scheduling a Fairness Hearing to determine whether  
11 the Settlement should be finally approved. On October 30, 2008, counsel for  
12 Defendants notified the Court that they had provided the required notice. The  
13 Fairness Hearing was held on January 12, 2009.

14 The Court, having heard all persons properly appearing and timely requesting to  
15 be heard, having considered the Agreement and the papers submitted in support  
16 thereof, and having considered the oral presentations of counsel and all applicable  
17 law, concludes that the Settlement Agreement is fair, reasonable, and adequate, and  
18 should be finally approved.

19 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

20 1. The Court has subject matter jurisdiction to approve a settlement in this  
21 Action.

22 2. The Court has personal jurisdiction over all Parties to this Action and all  
23 members of the Settlement Class.

24 3. The proposed Settlement, as set forth by the Parties in their Agreement, is  
25 in good faith and is approved as fair, reasonable, adequate, and in the best interests of  
26 the Parties and the Class. The Parties shall perform the Settlement in accordance with  
27 the terms of the Agreement.

28 4. The Notice of Class Action and Settlement ("Class Notice") fully, fairly,

1 and accurately informed all Class Members of the material elements of this Action  
2 and the proposed Settlement, and constituted: (i) the best practicable notice; and  
3 (ii) notice that was reasonably calculated, under the circumstances, to apprise  
4 members of the Settlement Class of the pendency of this Action, their right to object  
5 or exclude themselves from the proposed Settlement, and their right to appear at the  
6 Fairness Hearing.

7 5. The Court finds that the notice given by Defendants satisfies the  
8 requirements of 28 U.S.C. § 1715(b), and that no objection was received from any  
9 state or federal official.

10 6. After proper notice to the Class, and after sufficient opportunity to object  
11 to the proposed Settlement, no timely and valid objections were made that would  
12 present any obstacle to approving the Settlement. The comments and statements  
13 submitted by Class Members have been duly considered by the Court, but none of  
14 these comments and statements alters the Court's judgment that the Settlement should  
15 be approved.

16 7. All Class Members who failed to file a timely and valid objection to the  
17 Settlement Agreement are deemed to have waived and forfeited any such objections  
18 and are bound by all terms of the Agreement, including the Release and this Final  
19 Order and Judgment.

20 8. After proper notice to the Class, and after sufficient opportunity to  
21 request exclusion from the Class, 1070 requests for exclusion from the Settlement  
22 Agreement were made.

23 9. All Class Members who failed to timely request exclusion from the  
24 Settlement are bound by all terms of the Agreement, including the Release and this  
25 Final Order and Judgment.

26 10. By approval of the Settlement Agreement and entry of this Final  
27 Judgment and Order, Plaintiff and Class Members will have:

28 fully, unconditionally, and completely released, waived,

1 relinquished, and forever discharged all of the  
2 Defendants, as defined above, including but not limited  
3 to American Home Shield Corporation and American  
4 Home Shield of California, Inc., and any other entity in  
5 which any of these firms has a direct or indirect interest  
6 or which is or may be responsible for it or for which it is  
7 or may bear responsibility, including but not limited to  
8 all of their respective parents, affiliates and subsidiaries,  
9 and all of the aforementioned firms' and entities'  
10 present or former agents, present or former directors,  
11 present or former officers, and present or former  
12 employees, from any and all claims, demands, debts,  
13 rights, causes of action, damages, costs, compensation,  
14 liabilities, penalties, attorney fees, or losses in law or  
15 equity, of whatever kind or nature, whether known or  
16 unknown, suffered or sustained by any person or entity,  
17 as to and arising out of (i) any and all claims pled on  
18 behalf of the Class in Plaintiff's Third Amended  
19 Complaint filed in this Action; and (ii) any and all  
20 claims that could have or should have been pled  
21 regarding claims that Defendants misrepresented to their  
22 customers at any time federal regulations governing the  
23 fuel efficiency of newly-manufactured air conditioners  
24 in connection with sales of home warranty contracts, or  
25 in connection with sales of upgrades to home warranty  
26 contracts, including but not limited to any tort claims,  
27 contract claims, statutory claims, controversies, actions,  
28 causes of action, declaratory judgment actions, cross-  
claims, counterclaims, demands, debts, claims for  
damages, claims for liquidated damages, claims for  
punitive or exemplary damages, claims for injunctions,  
claims for restitution, rescission, or reimbursement,  
claims for other equitable relief, claims for costs,  
expenses, and/or attorney fees, or claims asserting other  
liabilities of any nature, regardless of whether or not any  
such Plaintiff and/or Class Member makes a claim for,  
or ultimately receives, any benefits under this  
Settlement Agreement. The provisions of this Release  
shall bar any personal right, cause of action, claim, or  
damage that Plaintiff and/or any Class Member may  
assert arising out of the same or causally related facts,

1 transactions, occurrences, or subject matters as  
2 described in, or encompassed by, the Settlement Claims.

3 11. The Parties' stipulation regarding an award of attorney fees, costs, and  
4 expenses for Class Counsel is approved. Class Counsel are awarded \$500,000.00 as  
5 attorney fees, costs, and expenses, to be paid by Defendants in the manner outlined in  
6 the Agreement.

7 12. This Action shall be dismissed with prejudice and on the merits. Without  
8 affecting the finality of this Final Judgment and Order, the Court reserves exclusive  
9 jurisdiction as to all matters related to the administration of the Settlement and the  
10 Settlement Agreement.

11 13. Plaintiff, Class Members, and Defendants are denied all relief not  
12 expressly granted by this Judgment.

13 14. This Final Order and Judgment shall not be construed as a finding of the  
14 Court concerning, or evidence of any admission by the Parties concerning: (i) any  
15 liability, fault, or wrongdoing by Defendants; (ii) the existence of any defense to  
16 Plaintiff's claims or the claims of any Class Member; (iii) the appropriateness of any  
17 measure of alleged damages; and (iv) the propriety of class certification, other than  
18 certification for purposes of settlement only.

19  
20 **SO ORDERED** this 12th day of January, 2009.

21  
22 

23 Hon. George H. Wu  
24  
25  
26  
27  
28